Revenue (1922) Department.

Miscellaneous SERIES.

G.O. No. 1348

DATED 22.7.22

[Despatch Abstract.]

Alienation – land (South Kanara) – Mangalore Taluk – Attavar village – Mangalore Ladies Club – Tenancy – at will – Ball [illegible]

Rev 1507 E

O.T.--80.

REVENUE DEPARTMENT.

E
VT
6.6.22

CURRENT No.

Received 6-6-1922. *Registered* 6-6-1922

Subject.

Alienation - Land (South Kanara) - Mangalore Taluk - Attawar village - Mangalore Ladies Club - Tenancy-at-will - draft lease deed - Modifications.

ENCLOSURES.
No.
Spare copies

Reference No. C.1783-22-1.

Station Madras, *Dated the* 30th May 1922.

From

H.R.Uzielli, Esq., I.C.S.,
Secretary, Land Revenue and
The Board of Revenue, ~~Revenue Settlement, etc.~~
Separate Revenue.

~~Resolution~~
Reference.

M.E.Couchman, Esq., I.C.S.,
Commissioner of Land Revenue.

(S) Reference:-- G.O.No.Mis.2890 Rev., dated 27th Decr. 1921.

****

The "Mangalore Ladies Club" objects to certain clauses in the draft lease deed approved of by Government in their order above. Its objections are set out in its Secretary's letter to the Collector of South Kanara, a copy of which is enclosed.

pp 3-4 infra

2. Objection (a). The Board considers that it is not advisable to delete the clause. Such a clause is usual and the lending of the Club Hall for a public lecture, a concert etc. will be covered by the clause "for purposes connected

p 3 infra
Clause 3 at page 12 of G.O. 2890 (S) 27-12-1921

connected with the Mangalore Ladies Club".

Objection (b). There is no need to delete the word "underlet". The underletting refers to the land and this clause will not prevent rooms in the club being let to members or their friends for temporary lodging.

p 3 supra clause 5 at page 129 fo 2870 27-12-21 (S)

Objection (c). The addition proposed is unnecessary. The question of payment of compensation for improvements had once before been suggested by the club; but Government refused to undertake any such responsibility - Vide G.O.No.629 Mis., Revenue, dated 14th March 1921. The Club thereupon agreed to take up the land on the terms originally proposed by the Government in their order No.2993 Rev., dated the 15th December 1920. It is not therefore justified in repeating the same request. Anyhow, the Board recommends that the draft deed may be altered so as to include payment of compensation for the well that may be sunk.

(R) fo No 1417 23-6-1922 (T) (B)

Objection (d). The period of grace may be fixed at 30 days as prayed for by the Club.

pp 3-4 infra

Objection (e). The Board considers that there is no harm in allowing the Club's request.

p 4 infra

S. 6. 22

Secretary.

To the Secretary to Government, Revenue Department,
with a copy of the Secretary's letter.

A.S.R.N./1-6-22.

3.6

(3)

Copy of letter from Mrs.Sreshta, Honorary Secretary, Ladies' Club, Mangalore, to the Collector of South Kanara, dated 26-3-22.

With reference to the lease deed drafted by the Government Solicitor at Madras sent to me in connection with the site for the Ladies' Club on the Light-House Hill, I have the honour to state that the Committee of the Ladies' Club before whom I placed the said draft take exception to certain clauses in the same which have been marked by me in red pencil. The said clauses are:--

page 129 G.O.No 2890 27-12-921 (3)

(a) Clause 3 on page 3:-- This clause states that the premises leased shall be used only "for purposes connected with the club". As it may be construed that the occasional lending of the Club Hall for a public lecture, a concert, a drama or a social gathering comes within the scope of the restriction, it is requested that the clause may be deleted.

p. 12 [illegible]

(b) Clause 5 on page 3:-- It is understood that the objection is to underletting the land, and not to the underletting of any spare room to members of the Club or their friends visiting the town, as is usual in Clubs. It is requested that to avoid any misinterpretation, the word "underlet" may be deleted.

p 13 ibid

(c) Clause 2 on page 4. The Committee suggests that the words "in any event whatsoever" may be added after the words "on the determination of the lease" in this clause and also the words "and other permanent improvements such as wells, tanks, stone parapets or boundary walls may be added after the words "buildings erected on the land". The Committee will have to incur a large outlay in sinking a good well on the ground with stone revetments and in putting up boundary walls. On the determination of the lease, it would be hard and unfair to deprive the club of the value of these improvements. The lease as drafted provides compensation for only "buildings" and for no other improvements.

Clause 1 [illegible] p 284.

(d) Bottom portion of page 4, clause 1. In this clause "a month" may be substituted for"21days". Considering that the

the groundrent is pretty large, a month at least may be allowed for the paymentof the rent.

(e) Bottom portion of page 4, clause 2. In substitution of the words "such reasonable notice as he shall in his discretion think fit" the words "two months' notice" may be inserted. The period of the notice may not be left to the absolute discretion of the Collector.

I have the honour to request that you will allow the above alterations to be made in the draft of the lease sent. The Committee will execute the lease forthwith as soon as it hears from you accepting the above suggestions.

5

[C No. 1507E/22]

Received in F.C. sec.
Copied TKG/22-6-22
Examined JA Ka/6
Signed
Despatched 22/6/22

Alienation - land (South Kanara) - Mangalore Taluk - Attavar village - Mangalore Ladies' Club - Tenancy-at-will draft lease deed - Modifications

G.O. No 2890 Mis Rev dy 27-12-1922

Boards Reference No C. 1783-22-1 dy 30-5-1922.

End No 1507E/22-1 dy 21-6-1922

Refered to the Government Solicitor for remarks.

2. In regard to clause(c) of the letter from the Honorary Secretary, Ladies Club, Mangalore the Government are disposed to pay compensation only for a boundary wall and a single well if they are erected with the approval of the Collector. It would seem that the terms "buildings erected on the land" in clause 2 of the Lessor's Covenants in the lease deed annexed to the G.O. read above includes also a boundary wall. In other respects the Government tentatively

p 3cf. Dp(i) 21/6/22

DESPATCHED
22 JUN 1922

Secs 189 fy.
2890 Rev (S)
27-12-1922

The Govt Solicitor is requested to state if his enclosure relates to Correct

6

accept the views of the Board of Revenue.

3. The Government Solicitor is requested to be so good as to forward this reply not later than 20.6.1922.

PK.
17.6.22

To The Govt Solicitor, Madras
(with copy of pp 1-4 C)

7

Rev 1749 E
Regd 29-6-22

E
29.6.22

No. 789

Madras 28th June 1922.

From

C. Moresby

Ag: Government Solicitor,

M a d r a s.

To

The Secretary to Government,

Revenue Department,

M a d r a s.

Sir,

I have the honour to acknowledge receipt of your Endt. No.1507 E/22-1, Revenue dated 21st June 1922 and have perused the copy letter of the Honorary Secretary of the Club dated 26-3-22 with the replies thereto which are in order and to which I need make no further remark.

2. With reference to the interpretation of the term - "buildings erected on the land" I do not agree that it includes a boundarywall. A building I consider is an enclosure of brick or stone covered by a roof. The definition however depends on circumstances and my view is that where a covenant is to give a tenant compensation for buildings erected by him it would be -- reading the term too widely to compensate him for any boundry wall that he may choose to put up.

3. No difficulty however should arise on this head in the present lease as the lessee covenants that no buildings shall be erected on the demised land unless the plans and designs shall have been approved by the Collector, and my opinion is that the covenant by the lessor to pay reasonable compensation for the buildings erected would be held as applicable to such buildings only.

I have the honour to be,
Sir,
Your Obedient Servant,

C. Moresby

Ag: Government Solicitor.

9

[CRO 1507 E/22] From the Board of Rev LR
(Rev Sett) CRO 1783/22-1 dt 30-5-22

Alienation - land (S. Kanara) — Mangalore taluk - Attavar village - Mangalore Ladies' club - Tenancy-at-will - draft lease deed.

To Under Secy

Please see the Board's Reference at pgs 1-2 CF. The proposals of the Board may it is submitted be approved.

2. As regards the recommendation on objection "2" of the Secretary, Mangalore Ladies Club at page 4 CF. it is submitted that in Go. No 629 Rev dt 14-3-1921 it was ordered that the right to determine what was reasonable notice should be reserved to Govt. - Please see also the note at page 4 of Go. 629 Rev dt 14-3-1921. The Board however now considers that there is no harm in allowing the Club's request to fix the period of notice at two months instead of leaving it to the absolute discretion of the Collector & the Govt. may it is submitted agree with the Board. The other proposals of the Board in regard to the other objections do not call for any remarks.

3. A draft order is submitted.

The Boards proposal may

8/6/22

2 to

be approved but it seems
reasonable to allow compensation
for a boundary wall also.
The file may be sent
to C2 as the proposal
involves a modification
of the orders already passed

KG
10/6/22

gs

A boundary wall is normally a building
of which notice will be given. The
Council may be entitled to
compensation. If so may be
part of the main claim.
We might ask for compensation
for a right of way in the
Council. We should always
refer to G.S. when

13/6/22

Rec'd 15/6.

To Under Secy

A draft Lease Deed is submitted

Vide fp 289 Cm
27-12-23

The lease deed was prepared by the
Government Solicitor. Submitted
for orders whether the Govt Solicitor may
be addressed now also. Subject to approval
the Com is addressed to the Government

3
11

Oldfield, Solicitor

Please see
20.6.22

PK.
17.6.22

(Issued as Govt. No. 1507 E/22-1D. 21.6.22

C.No. 1749 E. The Govt. Solicitor No. 7898 D. 28.6.22

To Under Secy.

Please see the Govt. Solicitor's reply. Since he considers that a boundary wall will not come under the term "building", in clause 2 of the lessor's covenants for the words "for the buildings erected on the land by the lessees" the following may be substituted:-

"~~for the buildings and~~ for a compound wall ~~and~~ well erected on the land by the lessees ~~will~~ the approval of the Collector of South Kanara".

Please see draft
Ke

2. ~~A draft order is~~ Draft in reply to be approved ~~submitted for approval~~

JRD
3.7.22

... in the instructions of C.

Ke
5.7.22

The Manager Indian Club which has ~~been~~ granted a lease under Govt. S. to erect certain buildings

1.2 ✓

been made on submission by the B.D
for Deputation to be approved.
In sending these we were very pleased.
that there will be no objection to our
Mr Chubb on subject in point
(a) the at page 3. C7

C2 7/7/22

air 10.7.22
M. 33
RD 11.7.22

I am not, however, sure if the proposed alteration in clause 2 of the covenant is necessary in view of para 3 of the letter of the Govt. Solicitor. p. 7 C.F.

The other suggestions are approved

wmg
10.7.22

S
log
11/7/22

The Govt Solicitor's opinion is that if we had occasion to give compensation for "buildings" only we should not be liable to pay for shrubbery walls.
It is for the discretion of Govt to accept liability for any improvements e.g. well as well.
The BD recommends that the well be included: the Govt recommends otherwise.

C2. 14/7/22

Very well. The Board's recommendation may be accepted.
wmg
15.7.22

Box 51
Corr. 12.7.22.
Rd. 14.7.22
RD 17/7/22

13

To Under Secy.

A revised draft order is subd.

D.R.D
19.7.22

It is not clear that under
C_2 no allow compensation
for boundary wall & not.
The draft is submitted to Secy

Secit. II-10.(a)—26,586- -11-4-21.

	Date.	Initials.
When received for Fair-copying.		
When copied	24-7-22	TKG
When examined ..	24.7.22	TKK
When signed		
When despatched ..	25/7	SD

15 Revenue DEPARTMENT.

Alienation – land | South Kanara Mangalore Taluk – Attavar village – Mangalore Ladies Cl – Tenancy-at-will – draft lease deed – modifications – approved

READ AGAIN G.O. No. 2890 Revs, dated 27. 12. 1921. (S)

" " " " " " 192 .

READ ALSO:—

C. No. 1507 E From the Board of Revenue No. C. 1783 22-1 dated 30. 5. 1922.

" " Govt. to the Govt. Solicitor 1507 E/22-1 " 21. 6. 1922

" " 1749 E " " Govt. Solicitor " 789 " 28. 6. 1922

ORDER. No. 1368, dated 22. 7. 1922

Rev 24-7-22

This.

The Govt. approve the proposals of the Board of Rev.

2. The Govt. have no objection to the use of the premises of the Club as indicated in clauses (a) and (b) of the letter of the Hony. Secy of the Club d. 26. 3. 22.

3. The following modifications should be made in the draft lease deed approved in G.O. No. 2890 Revs. 27. 12. 1921.

(1) For clause 2 of the lease covenants the following shall

be substituted:-

"On the determination of the lease to pay reasonable compensation to the lessees for the buildings erected in accordance with clause 4 of the lessees' covenants and for a single well constructed on the land by the lessees both for any other kind of improvement whatsoever."

(ii) In clause 1 of the proviso substitute for the words "twenty-one days" the word "thirty days".

(iii) In clause 2 of the proviso for the words "such reasonable notice as he shall in his discretion think fit" substitute the words "two months notice in writing".

To the Board of Rev. & R. Dept

DESPATCHED
24 JUL 1922

D.R.D
19.7.22